

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bosi Acquisition Corp.		12/09/2005	CORPORATION: DELAWARE
Blue Ocean Software, Inc.		12/09/2005	CORPORATION: DELAWARE
Numara Software Holdings, Inc.		12/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Cayman Island Branch of a Swiss Joint Stock Company: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1790802	BLUE OCEAN SOFTWARE
Registration Number:	1748294	TRACK-IT!

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Susan Reiss
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

2962/12686

NAME OF SUBMITTER:

Susan Reiss

TRADEMARK

900038255

REEL: 003213 FRAME: 0924

CH \$65.00 1790802

Signature:

/Susan Reiss/

Date:

12/20/2005

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 9, 2005, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Credit Suisse, Cayman Islands Branch (“**CS**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Numara Software, Inc. (f/k/a Blue Ocean Software, Inc., as surviving entity of the Merger), a Delaware corporation, has entered into a Credit Agreement dated as of December 9, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with CS, as Administrative Agent and Collateral Agent, Wells Fargo Foothill, Inc. as Syndication Agent, SunTrust Bank and SVB Financial Group, as Co-Documentation Agents and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 9, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (the “**Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOSI ACQUISITION CORP.

By 
Title: President

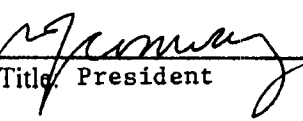
Address for Notices:
c/o TA Associates
High Street Tower, Suite 2500
125 High Street
Boston, MA 02110
Attn: Mr. Harry Taylor

BLUE OCEAN SOFTWARE, INC.

By _____
Title: President

Address for Notices:
c/o TA Associates
High Street Tower, Suite 2500
125 High Street
Boston, MA 02110
Attn: Mr. Harry Taylor

NUMARA SOFTWARE HOLDINGS, INC.

By 
Title: President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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NUMARA SOFTWARE HOLDINGS, INC.

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**Schedule A to the
Intellectual Property Security Agreement**

PATENTS

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
None.						

**Schedule B to the
Intellectual Property Security Agreement**

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Blue Ocean Software, Inc.	Blue Ocean Software	USA	1790802	June 1, 1992	August 31, 1993
Blue Ocean Software, Inc.	Track-It!	USA	1748294	June 1, 1992	January 26, 1993

**Schedule C to the
Intellectual Property Security Agreement**

COPYRIGHTS

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Blue Ocean Software, Inc.	Track-It! Version 1	USA	Blue Ocean Software, Inc.	TX-3-252-337	2/27/92
Blue Ocean Software, Inc.	Track-It! Version 2	USA	Blue Ocean Software, Inc.	TX-5-336-012	7/2/01
Blue Ocean Software, Inc.	Track-It! Version 3	USA	Blue Ocean Software, Inc.	TX-5-336-013	7/6/01
Blue Ocean Software, Inc.	Track-It! Version 4	USA	Blue Ocean Software, Inc.	TX-5-336-014	7/6/01
Blue Ocean Software, Inc.	Track-It! Version 5	USA	Blue Ocean Software, Inc.	TX-5-674-608	6/24/02
Blue Ocean Software, Inc.	Intuit Track-It! Version 6	USA	Blue Ocean Software, Inc.	TX-5-867-584	7/6/03
Blue Ocean Software, Inc.	Intuit Track-It! Version 6	USA	Blue Ocean Software, Inc.	TX-6-179-342	7/14/05
Blue Ocean Software, Inc.	Intuit Track-It! Version 6.5	USA	Blue Ocean Software, Inc.	TX-6-051-743	10/15/04
Blue Ocean Software, Inc.	NT Manage		Blue Ocean Software, Inc.	TX-4-375-607	9/8/96